

BLUE EARTH COUNTY HIGHWAY DEPARTMENT  
35 Map Drive, PO Box 3083, Mankato, MN 56002-3083

\*\*\*\*\*PROPOSAL\*\*\*\*\*

FOR HIGHWAY CONSTRUCTION  
AND MAINTENANCE PROJECTS WITH  
BIDS RECEIVED UNTIL 1:30 O'CLOCK P.M. ON OCTOBER 8, 2010

PROPOSAL OF

\_\_\_\_\_  
(NAME OF FIRM)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2005 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL, FOR

STATE AID PROJECT NO. CP 903

LOCATION: RAPIDAN DAM

TYPE OF WORK: RIGHT ABUTMENT REPAIR AND APRON EXTENSION

STARTING DATE: SEE SPECIAL PROVISIONS

COMPLETION DATE: SEE SPECIAL PROVISIONS

NOTICE TO BIDDERS: In submitting a bid, you must return this complete proposal. You must initial changes made in the Schedule of Prices in the Proposal and acknowledge addenda on the back cover sheet.

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed professional engineer under the laws of the State of Minnesota.

  
\_\_\_\_\_  
License Number 14720 Date: 03 Sept 10

\*\*\*\*\*  
BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

## SPECIAL PROVISIONS

### DIVISION A

#### SPECIAL REQUIREMENTS

##### INTENT OF CONTRACT

The repairs to the right abutment and the extension to the existing concrete apron is dependent on the flows in the Blue Earth River and the Contractor's plan for dewatering the tailwater area. It is the County's intent to award a contract this year (2010) with the provision to have an open ended Contract that will extend to 2011 or 2012 if the work cannot be completed this year.

##### GOVERNING SPECIFICATIONS

The State of Minnesota, Department of Transportation "Standard Specifications for Construction" 2005 EDITION shall apply in this contract, except as modified or altered in the following Special Provisions.

### DIVISION S

#### SPECIAL REQUIREMENTS

##### (1208) PROPOSAL GUARANTY

No proposal will be considered unless it is accompanied by a guaranty complying with the requirements of Specification 1208 and providing a penal sum at least equal to 5 percent (5%) of the total amount of the bid (under all circumstances and without exception) as provided in Specification 1208.

##### (1508) CONSTRUCTION STAKES, LINES, AND GRADES

The County will be responsible for marking the location of the cross sections shown in the Plans.

The Contractor shall be responsible for taking soundings to determine the elevation of the rock and concrete during and after placement.

##### (1702) PERMITS, LICENSES, AND TAXES

The provisions of 1702 are supplemented by the following:

The various permits included in the Proposal for these projects(s), as issued, shall be construed to be a part of the Special provisions in the Proposal. The conditions, requirements and restrictions of these permits shall be binding on the Contractor's operations under this Contract.

##### (1714) RESPONSIBILITY FOR DAMAGE CLAIMS

Responsibility for damage claims shall be in accordance with the provisions of 1714, except as modified as follows: The first paragraph of 1714 is revised to read as follows:

The Contractor shall indemnify, defend, and save harmless the State of Minnesota, the County of Blue Earth, their officers and employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor ; or because of any claims arising or amounts recovered from infringements of patent, trademark, or copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act; or under any other law, ordinance, order, or decree.

##### (1803) PROSECUTION OF WORK

Prosecution of work shall be in accordance with the provisions of 1803 except as modified below:

The provisions of 1803 are modified to the extent that the "Progress Schedule"(bar chart or critical path diagram) referenced in 1803.1 and elsewhere will not be required on this project. This shall however, in no way lessen the Contractor's responsibility for: 1) providing the Engineer with the notifications required by the



provisions of 1803.2; and 2) prosecuting the work diligently, as required herein, so as to assure satisfactory progress towards a timely completion of the project. No work shall be performed during the hours of darkness, as determined by the Engineer, except lighting provided with permission of the Engineer.

#### (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

The Contract Time will be determined in accordance with the provisions of 1806 and the following:

Construction operations shall be started on or before October 25, 2010, or within 8 calendar days after date of Contract approval, whichever is later. However the Contract start date will remain open if the flow in the Blue Earth River does not allow for the dewatering of the tailwater so that construction of the apron extension can start.

Attached are tables showing the estimated capacity for the pool and tailwater and a suggested tailwater pump down sequence. Both the Contractor and the County shall review the flows at the time of contract award to determine if operations are feasible in 2010. If the work cannot be done in 2010 due to excessive flows, the Contract shall remain open for completion of the work in either 2011 or 2012.

All work required under this contract, except maintenance work and final clean up, shall be completed on or before December 31, 2012.

When, in the opinion of the Engineer, work on the Project cannot be performed due to failure of material delivery beyond the control of the Contractor, the Engineer will issue a Suspension of Work Order in conformance with 1803.4 and/or will cease the charging of working days, whichever the Engineer deems applicable.

A resumption of Work Order will be issued by the Engineer after the Contractor has received delivery of the required material, and/or the Engineer will resume the charging of working days.

#### (1807) FAILURE TO COMPLETE THE WORK ON TIME.

Liquidated damages will be assessed in accordance with the provisions of Mn/DOT 1807.

#### (1901) MEASUREMENTS OF QUANTITIES

Measurement of quantities shall be in accordance with the provisions of 1901, and the following:

During each day's production, loads will be selected at random by the Engineer for spot checks of total tons being hauled from the producing plant. These spot-checks will be taken two or more times each day. The results of these tests shall be recorded and the spot-check tickets given to the County as documentation of uniform loads. The loads selected for scale check shall be weighed by the Contractor on a platform scale which is large enough to weigh the entire hauling vehicle in one operation and which is accurate to within one percent (1%) of the net load weighed. If a commercial platform scale is used for the scale check, it shall have currently been tested and approved by the Division of Weight and Measures of the Minnesota Department of Public Service. Other scales may be tested by the Contractor in the presence of the Engineer or by the Divisions of Weight and Measures, Minnesota Department of Public Service. This will be considered incidental work and no direct compensation will be made therefor..

If a belt scale is used, it shall have automatic shutoff controls that can be calibrated for more than one net weight. Manual control of shutoff controls will not be permitted.

All costs that the Contractor may incur as a result of this work will be considered to be incidental to the type of aggregate being weighed and no direct compensation will be made therefor.

#### (1903) COMPENSATION FOR INCREASED OR DECREASED QUANTITIES

The provisions of 1903 are modified as follows:

The provisions of 1903 are modified to the extent that Contract unit prices for the following items shall not be modified for increased or decreased quantities:



<u>Item No.</u>	<u>item</u>
2123.507	3 ½ CU YD Shovel
2411.501	Structural Concrete
2411.541	Reinforcement Bars
2511.502	Random Riprap CL 5
2511.504	Quarry-Run Riprap (4'Plus)

#### (1904) EXTRA AND FORCE ACCOUNT WORK

The following sentence shall be added to the second paragraph of MN/DOT 1904:

"Under no circumstance will the negotiated unit price for Extra Work which is performed by a subcontractor include a Prime Contractor allowance which exceeds that provided for in 1904(4), Paragraph 3."

#### (1906) PARTIAL PAYMENTS

Partial payments shall be made in accordance with the requirements of 1906, except as modified below:

The first line of the fourth paragraph is modified to read: From the amounts ascertained as payable on each partial estimate, five (5) percent will be retained until final payment is made, unless reduced by authorization of the Engineer, on the last partial payment.

#### (1910) FUEL COST ESCALATION

The provisions set forth in Mn/DOT 1910 are hereby deleted, and the following is substituted therefore:

These provisions provide for compensation adjustments in the cost of motor fuels (diesel and gasoline) consumed in prosecuting the Contract work. The Engineer will calculate the Fuel Cost Adjustments. Payments or credits will be applied to partial and final payments for work items set forth herein.

For this purpose, the Department will establish a Base Fuel Index (BFI) for fuel to be used on the Project. The Base Fuel Index will be the average of the high and low rack prices shown for No. 2 ultra low sulfur fuel oil in the "OPIS Energy Group" tabulation titled "RackFax, Minneapolis, MN, OPIS Direct Gross No. 2 Distillate Fuels" *for the day of the Contract letting*.

A Current Fuel Index (CFI) in cents per gallon will be established for each month. The CFI will be the average of the high and low rack prices shown for No. 2 ultra low sulfur fuel oil in the "OPIS Energy Group" tabulation titled "RackFax, Minneapolis, MN, OPIS Direct Gross No. 2 Distillate Fuels" averaged for the beginning and ending dates of the monthly period being adjusted.

The Engineer will compute the ratio of the Current Fuel Index to the Base Fuel Index (CFI/BFI) each month. If that ratio falls between 0.85 and 1.15, no fuel adjustment will be made that month. If the ratio is less than 0.85, a credit to the Department will be computed. If the ratio is greater than 1.15, additional payment to the Contractor will be computed.

Credit or additional payment will be computed as follows:

- (1) The Engineer will estimate the quantity of work done in that month under each of the Contract items listed below.
- (2) The Engineer will compute the gallons of fuel used in that month for each of the Contract items listed below by applying the unit fuel usage factors shown.
- (3) The Engineer will summarize the total gallons (Q) of fuel used in that month for the applicable items.
- (4) The Engineer will determine the Fuel Cost Adjustment (FCA) from the following formulas:

If the Current Fuel Index (CFI) is greater than the Base Fuel Index (BFI), the following formula shall be used to determine the amount of Fuel Cost Adjustment to be paid to the Contractor.

$$FCA = [(CFI/BFI) - 1.15] \times Q \times BFI$$

If the Current Fuel Index (CFI) is less than the Base Fuel Index (BFI), the following formula shall be used to determine the amount of Fuel Cost Adjustment to be credited to the Department.



$$FCA = [(CFI/BFI) - 0.85] \times Q \times BFI$$

Where FCA = Fuel Cost Adjustment (cents)

CFI = Current Fuel Index (cents per gallon)

BFI = Base Fuel Index (cents per gallon)

Q = Monthly total gallons of fuel

#### Basis of Payment

A Fuel Cost Adjustment payment to the Contractor will be made as a lump sum each payment period based on the last published CFI. A Fuel Cost Adjustment credit to the Department will be deducted as a lump sum each payment period from any monies due the Contractor. Upon completion of the work under the Contract, any difference between the estimated quantities previously paid and the final quantities will be determined. The CFI in effect on the day of completion of the Contract will be applied to the quantity differences in accordance with the procedures set forth above.

#### Schedule of Work Items

(Only items shown will be considered for compensation adjustments.) Item	Unit	Gallons of Fuel per Unit	Unit	Gallons of Fuel per Unit
(1) Earthwork:				
2105.501 Common Excavation	Cu. Yd	0.17	m <sup>3</sup>	0.22
2105.503 Rock Excavation	Cu. Yd	0.27	m <sup>3</sup>	0.35
2105.505 Muck Excavation	Cu. Yd	0.17	m <sup>3</sup>	0.22
2105.507 Subgrade Excavation	Cu. Yd	0.17	m <sup>3</sup>	0.22
2105.515 Unclassified Excavation	Cu. Yd	0.23	m <sup>3</sup>	0.30
2105.521 Granular Borrow (EV)	Cu. Yd	0.17	m <sup>3</sup>	0.22
Granular Borrow (CV)	Cu. Yd	0.19	m <sup>3</sup>	0.25
Granular Borrow (LV)	Cu. Yd	0.14	m <sup>3</sup>	0.18
2105.522 Select Granular Borrow (EV)	Cu. Yd	0.17	m <sup>3</sup>	0.22
Select Granular Borrow (CV)	Cu. Yd	0.19	m <sup>3</sup>	0.25
Select Granular Borrow (LV)	Cu. Yd	0.14	m <sup>3</sup>	0.18
2105.523 Common Borrow (EV)	Cu. Yd	0.17	m <sup>3</sup>	0.22
Common Borrow (CV)	Cu. Yd	0.19	m <sup>3</sup>	0.25
Common Borrow (LV)	Cu. Yd	0.14	m <sup>3</sup>	0.18
2105.535 Topsoil Borrow (EV)	Cu. Yd	0.17	m <sup>3</sup>	0.22
Topsoil Borrow (CV)	Cu. Yd	0.19	m <sup>3</sup>	0.25
Topsoil Borrow (LV)	Cu. Yd	0.14	m <sup>3</sup>	0.18
2106.607 Common Embankment (CV)	Cu. Yd	0.19	m <sup>3</sup>	0.25
2106.607 Granular Embankment (CV)	Cu. Yd	0.19	m <sup>3</sup>	0.25
2106.607 Select Granular Embankment(CV)	Cu. Yd	0.19	m <sup>3</sup>	0.25
2106.607 Select Granular Embankment Modified (___%) (CV)	Cu. Yd	0.19	m <sup>3</sup>	0.25
2106.607 Excavation – Rock	Cu. Yd	0.27	m <sup>3</sup>	0.35
2106.607 Excavation – Muck	Cu. Yd	0.17	m <sup>3</sup>	0.22

(2021) SITE ACCESS

Site access shall be in accordance with the provisions of 2021, and the following:

Blue Earth County has the right to use the access to the river that is used for the boat launches.

The work covered under this section includes providing all materials, equipment, and labor to prepare the site for construction.

Construction of temporary water access in the location shown on the drawings.

The Contractor shall be responsible for maintaining the temporary water access for the duration of the project.

All materials and structures, except rock, used for temporary water access shall be dismantled and removed from the project site at the completion of construction, and shall be the property of the Contractor.

Payment will be made under Item 2021.601 (Site Access) at the contract bid price, which shall be compensation for the construction, maintenance, and removal of an access road from the park service road, the roadway located along the east river bank.

(2051) MAINTENANCE & RESTORATION OF HAUL ROADS

Maintenance and restoration of haul roads shall be done in accordance with the provisions of 2051 except as modified below:

Prior to hauling of any materials on this project, Contractor shall submit a list of proposed haul roads to the Engineer.

Contractor will be required to maintain and restore haul roads as per Specification No. 2051.4. Any costs that the Contractor may incur during this operation will be considered incidental and no direct compensation will be made therefor.

(2123) EQUIPMENT RENTAL

Equipment shall be furnished in accordance with the provisions of 2123, except as modified below:

POWER SHOVEL

This work shall consist of furnishing and operating a Power Shovel in accordance with the provisions of Mn/DOT 2123 and the following:

The power shovel shall be crawler mounted and shall be rated 100,000 pounds or greater.

The Contractor shall provide any required transportation for this unit from one site to any other with no direct payment made for the moving or for backhoe time during the time of transport.

The hours for the power shovel applies only to the leveling of the existing in-place rock under the new concrete apron extension and repositioning of the rock fill along the right abutment displaced by the 2010 flows.

Measurement will be made in accordance with the provisions of Mn/DOT 2123.4A and payment will be made under Item 2123.507 (Power Shovel) at the Contract bid price per hour, which shall be compensation in full for all costs relative thereto.

(2411) MINOR CONCRETE STRUCTURES

The concrete work shall be in accordance with the provisions of 2411, and the following:

The work covered by this Section consists of furnishing all equipment and material and performing all labor for supplying, batching, mixing, transporting, and placing concrete as shown on the drawings and as specified



herein.

Prior to the start of work, the Contractor shall submit the concrete mix for review and approval.

At least 10 days prior to concrete placement, the Contractor shall submit detailed placement plans to the Engineer for review, comment, and approval.

(2511) RIPRAP

The riprap shall meet the requirements of Mn/DOT Standard Specification 3601.2A1

The gradation of the random riprap Class 5 shall be as follows:

<u>SIZE</u>	<u>% PASSING</u>
30"	100
21"	75
15"	50
6"	10

The gradation of the rock fill (4') shall have one dimension of 48 inches or greater with a minimum dimension of 2' or greater.

The Contractor shall place the quarry run riprap (4' Plus) at the bottom of the right abutment repair area and then place the existing disturbed riprap on the slope so as to provide a smooth transition.

Payment at the Contract unit price will be considered as compensation in full for all costs incurred for the furnishing, hauling, and placement of rock fill as shown on the plans.

H:\word\atf\2010\rapidandam2010specs.doc

# **RAPIDAN DAM SUGGESTED TAILWATER PUMPDOWN SEQUENCE**

September 1, 2010

- 1) Lower reservoir as much as practical.
- 2) Close all gates and powerhouse outlets.
- 3) Pump
- 4) After tailwater is about 2' lower then concrete fill in dam, open low flow outlet to maintain tailwater elevation.
- 5) When reservoir is at highest acceptable level, repeat steps 1-5, at night if practical.



# RAPIDAN DAM

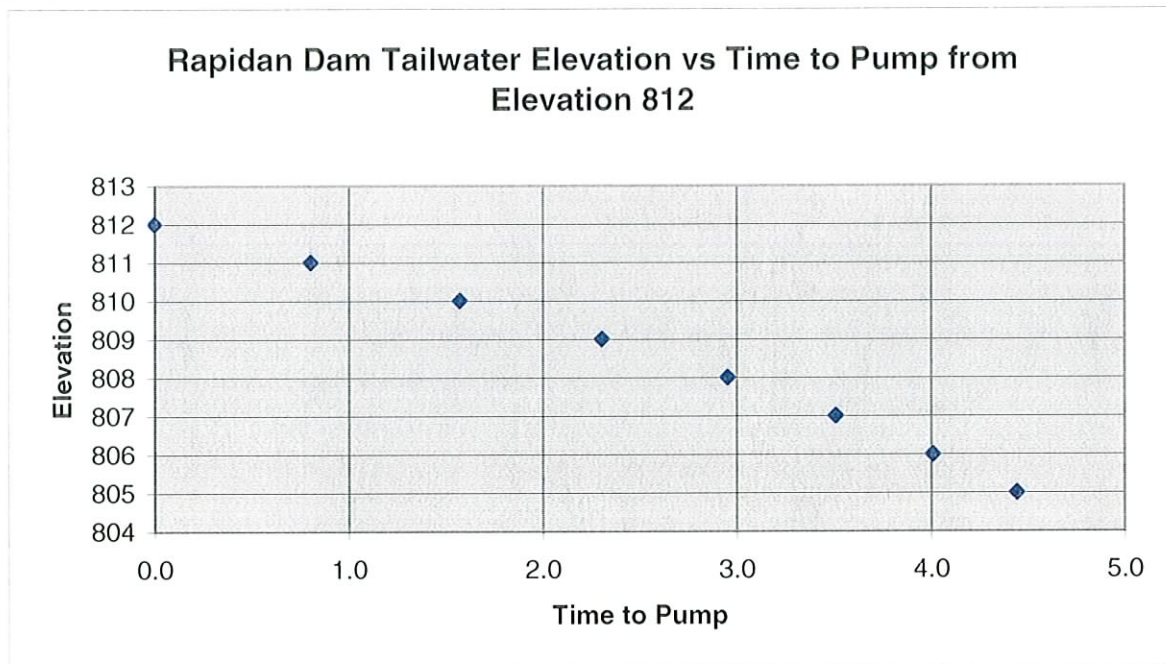
## TAILWATER PUMP DOWN TIMES

With 40 cfs Pumping Capacity

Aug-07

Elevation feet	Area square ft	Volume cubic ft	Cum. Volume cubic ft	Cum Time hours
805	57,340.00			4.4
		62,580.00	639,840.00	
806	67,820.00			4.0
		71,815.00	577,260.00	
807	75,810.00			3.5
		79,980.00	505,445.00	
808	84,150.00			3.0
		93,499.00	425,465.00	
809	102,848.00			2.3
		105,562.00	331,966.00	
810	108,276.00			1.6
		110,758.00	226,404.00	
811	113,240.00			0.8
		115,646.00	115,646.00	
812	118,052.00			0.00

h:rapdamtail



## RAPIDAN DAM

### RESERVOIR STORAGE FROM SILL TO TOP OF TAINTER GATES INFLOW VS TIME TO STORE

Aug-07

Inflow cfs	Drawdown Volume, cf	Time to fill, hrs
100	17,000,000	47
200	17,000,000	24
300	17,000,000	16
400	17,000,000	12
500	17,000,000	9
600	17,000,000	8
700	17,000,000	7
800	17,000,000	6

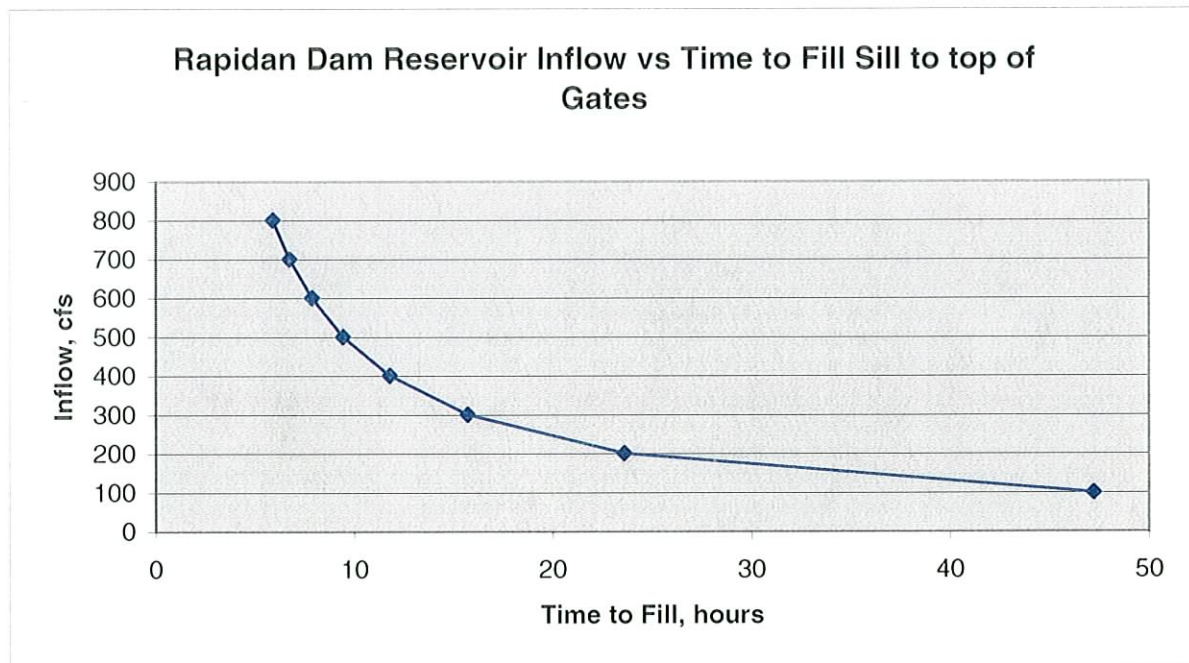
Note: Reservoir volume from top of tainter gates to sill assumed to be 17,000,000 cubic feet.

a) Surveys about 1995 = 30,000,000 cubic feet

b) July 26 drawdown 9.5 hours at 600 cfs = 17,000,000 cubic feet

c) July 26 drawdown from USGS gaging station downstream = 21,000,000 cubic feet

h:rapdamreserv

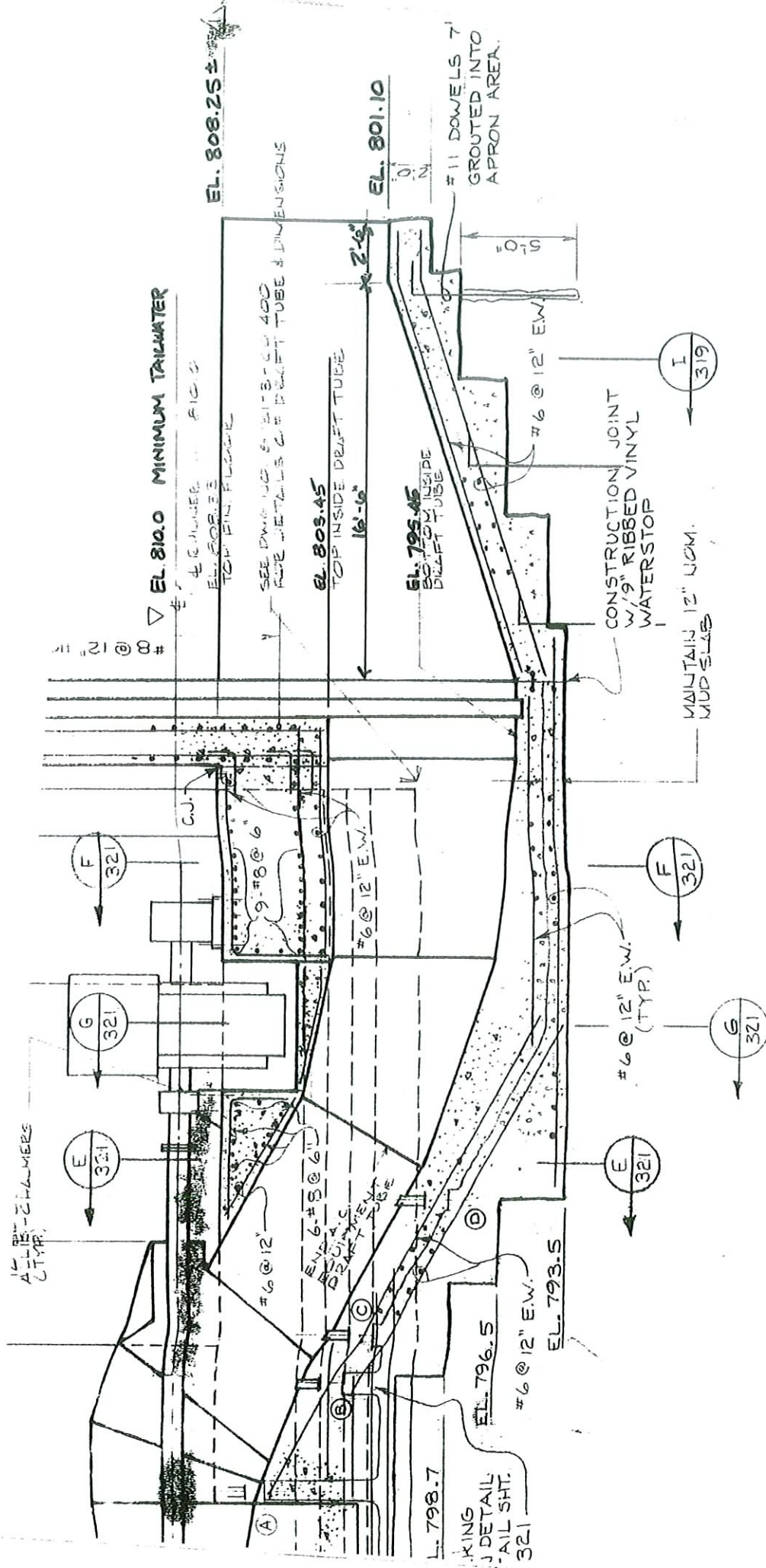




## RAPIDAN DAM ELEVATION INFORMATION

Top of Dam Roadway	882.3					
Top of Tainter Gates	871.6					
Top of Spillway	864.1					
Low Flow Intake	848.7					
Turbine Intakes	849.7					
Outlet for Turbines	801.1					
Ceiling of Low Flow Tunnel	814.1					
Floor of Low Flow Tunnel	809.1					
Top of C of E Repairs	807.0					
Top of BEC Apron	804.0					
Water Elevations	8/29/2007					
Pool	867.0					
T/W	814.9					
USGS	812.2					

O:/Rapidam Dam/2010 Apron Repairs/Elevation Info







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## National Water Information System: Web Interface

USGS Water Resources

Data Category:

Real-time

Geographic Area:

United States

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# USGS 05320000 BLUE EARTH RIVER NEAR RAPIDAN, MN

## PROVISIONAL DATA SUBJECT TO REVISION

Available data for this site

Time-series: Real-time data

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Operated in cooperation with the [Minnesota Department of Natural Resources - Division of Waters](#)

Available Parameters	Output format	Days	
<input type="checkbox"/> All 2 Available Parameters for this site <input checked="" type="checkbox"/> 00065 Gage height <input checked="" type="checkbox"/> 00060 Discharge	<input checked="" type="radio"/> Graph <input type="radio"/> Graph w/ stats <input type="radio"/> Graph w/o stats <input type="radio"/> Table <input type="radio"/> Tab-separated	7 (1-120)	GO

## Summary of all available data for this site

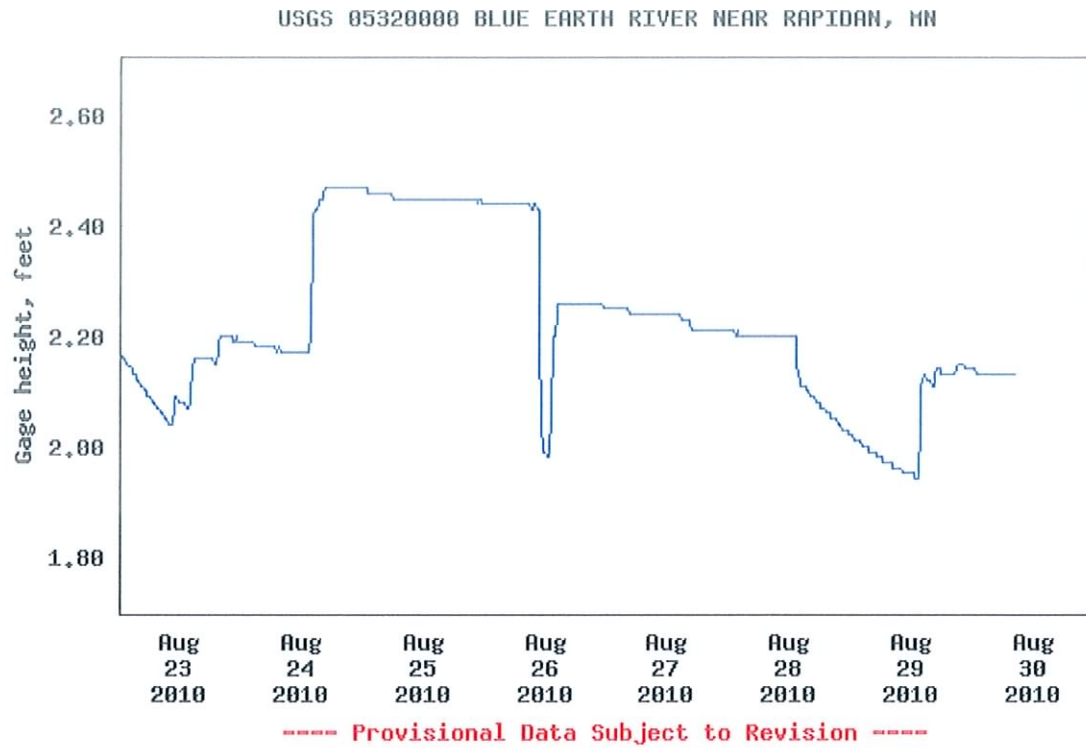
### Gage height, feet

Most recent instantaneous value: 2.13 08-30-2010 12:15 CDT

Sample of information available at:

<http://waterdata.usgs.gov/nwis/uv?05320000>

8/30/2010

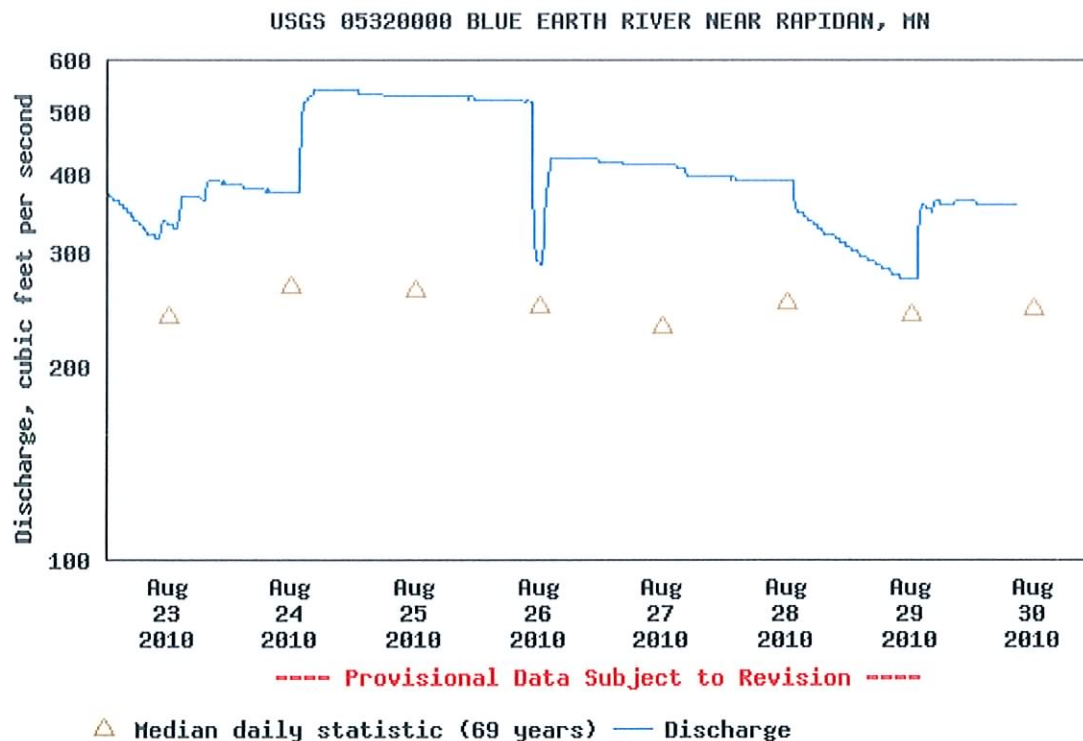


Create [presentation-quality](#) / [stand-alone](#) graph

parm 00065 DD03

## Discharge, cubic feet per second

Most recent instantaneous value: 358 08-30-2010 12:15 CDT



Create [presentation-quality](#) / [stand-alone](#) graph

parm 00060 DD04

**Daily discharge statistics, in cfs, for Aug 30 based on 69 years  
of record [more](#)**

Min (1976)	20th percen- tile	Median	Most Recent Instantaneous Value Aug 30	Mean	80th percen- tile	Max (1979)
17	84	245	358	636	745	10300

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**Title: USGS Real-Time Water Data for the Nation**

**URL: <http://waterdata.usgs.gov/nwis/uv?>**



Page Contact Information: [Minnesota Water Data Support Team](#)

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## National Water Information System: Web Interface

USGS Water Resources

Data Category:  
Surface Water

Geographic Area:  
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# USGS Surface-Water Monthly Statistics for the Nation

The statistics generated from this site are based on approved daily-mean data and may not match those published by the USGS in official publications. The user is responsible for assessment and use of statistics from this site. For more details on why the statistics may not match, [click here](#).

## USGS 05320000 BLUE EARTH RIVER NEAR RAPIDAN, MN

Available data for this site Time-series: Monthly statistics

GO

Blue Earth County, Minnesota Hydrologic Unit Code 07020009 Latitude 44°05'44", Longitude 94°06'33" NAD27 Drainage area 2,410 square miles Gage datum 808.80 feet above sea level NGVD29	<b>Output formats</b> <a href="#">HTML table of all data</a> <a href="#">Tab-separated data</a> <a href="#">Reselect output format</a>
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00060, Discharge, cubic feet per second,												
YEAR	Monthly mean in cfs (Calculation Period: 1909-08-01 -> 2009-09-30)											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1909								292.0	162.8	138.5		
1910				462.1	167.8	131.1	56.8	38.8	44.4	67.3		
1939										22.5	26.7	32.6
1940	16.1	19.6	111.1	227.1	53.4	238.5	30.9	176.4	310.1	85.3	381.6	387.2
1941	398.0	250.9	1,789	2,474	606.3	1,698	792.0	140.6	436.5	793.1	1,460	625.4
1942	426.2	408.1	890.9	1,121	1,082	1,190	607.5	911.2	1,156	681.9	257.8	127.5
1943	93.5	159.0	1,793	1,327	913.5	3,331	2,245	2,382	1,807	415.6	658.4	627.5
1944	247.2	562.2	1,036	1,730	4,978	3,857	1,100	436.5	498.9	210.5	137.4	97.8
1945	43.3	118.1	2,378	1,827	2,134	4,513	961.0	1,134	264.4			
1949								109.9	40.1	35.8	41.9	35.9
1950	18.7	31.4	697.2	762.9	446.8	160.1	177.2	79.6	46.3	37.6	44.4	32.2
1951	30.6	129.9	664.1	9,022	2,422	2,021	2,651	734.9	1,301	684.9	391.5	352.7

Sample of information available at:

[http://waterdata.usgs.gov/nwis/monthly/?referred\\_module=sw&site\\_no=05320000&por\\_05...](http://waterdata.usgs.gov/nwis/monthly/?referred_module=sw&site_no=05320000&por_05...) 9/3/2010



<b>1952</b>	171.0	755.2	1,952	4,895	828.7	839.1	1,041	393.2	324.9	69.7	58.1	47.9
<b>1953</b>	52.8	62.3	1,415	1,057	2,611	4,440	621.1	988.3	85.7	53.6	72.6	75.9
<b>1954</b>	32.7	108.1	527.7	293.1	726.8	2,122	940.9	305.4	293.3	423.2	298.3	175.1
<b>1955</b>	125.7	47.4	796.4	778.5	376.2	505.7	473.2	80.7	72.4	23.3	30.4	16.0
<b>1956</b>	17.3	19.2	348.3	640.6	374.4	1,453	417.6	566.2	82.6	42.2	70.3	52.5
<b>1957</b>	25.6	22.0	270.4	292.5	299.7	669.5	467.4	179.3	96.5	85.7	148.9	127.5
<b>1958</b>	61.5	54.0	160.0	638.8	318.9	252.8	247.1	46.8	26.9	22.6	36.5	21.6
<b>1959</b>	18.0	14.2	109.9	155.0	280.5	824.9	194.3	163.9	214.8	325.4	338.1	347.4
<b>1960</b>	462.1	132.4	440.0	2,435	4,573	2,201	891.0	246.9	572.9	373.3	167.3	119.3
<b>1961</b>	65.6	77.5	2,388	2,615	1,276	763.0	382.8	724.6	409.6	426.1	414.3	200.0
<b>1962</b>	124.5	115.0	751.4	6,425	1,555	1,104	2,233	367.5	1,136	651.6	309.2	141.2
<b>1963</b>	89.4	85.3	1,026	721.7	668.7	1,199	3,725	1,375	362.6	283.7	183.8	80.8
<b>1964</b>	59.6	63.8	130.1	809.8	2,823	692.2	220.8	143.5	1,562	759.6	322.5	202.2
<b>1965</b>	100.5	104.7	263.2	13,230	3,579	2,694	724.1	167.6	303.4	1,413	473.3	475.6
<b>1966</b>	214.2	649.8	922.8	2,137	906.5	1,313	927.3	184.0	106.4	149.9	131.6	68.1
<b>1967</b>	45.2	48.9	1,644	2,198	745.2	2,708	1,313	167.4	82.9	60.5	59.7	53.1
<b>1968</b>	20.2	32.7	92.4	163.0	145.7	825.8	1,237	994.1	1,069	5,121	1,953	731.2
<b>1969</b>	340.9	251.2	2,038	9,470	2,359	1,603	3,664	543.3	155.1	127.4	168.9	122.2
<b>1970</b>	92.0	89.4	343.5	1,677	1,593	926.3	276.6	125.5	111.2	762.1	1,534	596.1
<b>1971</b>	312.6	229.8	3,812	3,089	1,006	2,080	833.8	120.0	59.8	76.5	247.4	172.0
<b>1972</b>	121.4	94.1	968.5	572.6	1,332	2,018	1,288	389.7	170.7	369.0	957.8	365.8
<b>1973</b>	230.9	282.1	3,735	2,700	3,018	1,704	405.9	122.0	100.0	459.8	952.9	800.2
<b>1974</b>	434.9	360.6	1,273	2,039	1,639	3,027	425.0	194.9	92.1	70.5	97.9	67.5
<b>1975</b>	50.7	61.8	376.6	3,376	2,565	3,138	792.8	112.9	64.2	57.3	82.9	106.0
<b>1976</b>	63.7	94.4	579.9	351.6	143.5	109.9	49.9	37.7	22.1	31.0	49.2	28.1
<b>1977</b>	14.8	18.1	219.8	141.7	203.2	369.5	103.8	39.8	40.2	233.4	449.7	260.5
<b>1978</b>	157.2	80.3	959.4	1,259	766.0	1,923	1,524	489.5	120.1	51.0	56.0	45.6
<b>1979</b>	31.9	38.2	1,051	5,045	1,705	1,026	968.0	5,541	3,547	1,081	2,108	1,193
<b>1980</b>	537.0	264.3	831.3	2,070	749.9	3,698	381.6	662.0	582.5	327.6	255.7	148.0
<b>1981</b>	83.0	140.3	165.5	400.1	1,028	2,321	2,717	1,403	1,095	693.3	544.0	293.1
<b>1982</b>	147.7	170.9	2,396	2,143	2,624	2,517	1,658	505.8	850.4	2,061	2,643	1,521
<b>1983</b>	967.5	1,793	6,277	8,419	3,800	2,880	3,637	310.1	199.1	266.5	448.7	288.5
<b>1984</b>	260.7	1,042	2,857	6,286	4,044	5,184	1,870	312.6	133.8	193.3	356.6	341.2
<b>1985</b>	213.9	149.1	2,362	2,735	1,634	933.4	262.3	159.3	683.8	1,884	942.4	737.6
<b>1986</b>	418.2	223.6	3,769	4,172	3,329	3,127	1,902	387.4	1,058	1,833	895.8	632.9
<b>1987</b>	306.9	263.6	609.4	1,077	487.6	349.4	541.7	297.9	122.5	84.9	103.6	153.4
<b>1988</b>	65.8	63.0	1,187	1,101	1,141	315.8	58.6	44.4	29.7	34.0	55.3	50.3
<b>1989</b>	29.1	29.5	546.5	492.0	506.7	160.1	147.1	61.4	51.9	27.6	36.3	20.2
<b>1990</b>	22.9	28.8	128.2	212.2	976.6	1,831	1,381	1,224	384.3	144.1	114.6	85.2
<b>1991</b>	53.5	83.3	1,208	3,263	5,775	7,504	2,782	1,546	898.2	383.2	1,481	1,724



<b>1992</b>	1,093	1,499	6,072	3,334	1,918	1,645	3,321	1,914	946.7	2,209	2,878	1,301
<b>1993</b>	694.4	481.0	1,531	10,310	5,634	11,700	8,540	4,586	4,313	1,397	775.4	752.1
<b>1994</b>	455.6	484.9	2,894	2,092	2,326	2,879	3,230	1,876	783.4	1,960	980.3	664.4
<b>1995</b>	363.2	199.4	1,745	4,441	3,420	3,409	1,970	1,438	232.3	760.1	1,204	555.6
<b>1996</b>	272.8	636.9	1,088	1,832	1,412	3,718	1,121	918.0	502.7	392.1	1,111	942.6
<b>1997</b>	458.1	443.3	4,523	2,865	2,225	2,186	3,074	846.5	261.1	194.9	225.4	203.9
<b>1998</b>	115.6	624.8	1,483	3,554	1,850	1,887	1,449	358.8	307.2	1,705	2,245	728.8
<b>1999</b>	265.8	834.3	1,072	5,679	3,849	4,639	3,077	590.6	136.4	89.3	94.6	75.5
<b>2000</b>	55.9	134.7	225.6	153.4	1,316	2,070	1,971	385.5	96.6	61.3	203.9	119.1
<b>2001</b>	80.2	80.7	263.0	11,510	5,759	6,311	1,459	318.3	97.9	91.6	139.7	234.5
<b>2002</b>	143.9	156.4	342.6	616.7	754.0	1,757	415.5	1,362	241.1	954.3	461.0	282.9
<b>2003</b>	162.2	99.1	300.1	1,324	2,673	1,778	1,197	121.9	50.2	40.8	55.7	46.5
<b>2004</b>	41.3	29.0	476.5	223.5	1,224	3,374	2,140	915.0	4,191	2,336	965.1	637.9
<b>2005</b>	280.5	603.2	716.2	3,393	4,874	2,672	873.5	668.2	1,934	3,446	838.3	863.8
<b>2006</b>	934.8	1,778	1,505	7,346	4,186	1,635	451.7	547.2	175.0	172.8	142.8	214.5
<b>2007</b>	610.3	237.1	4,259	3,811	1,760	1,073	187.4	686.4	677.0	3,848	1,303	550.8
<b>2008</b>	345.6	172.3	614.2	2,707	3,908	5,019	969.2	201.4	74.3	75.6	93.9	71.6
<b>2009</b>	52.3	482.2	1,240	721.2	824.8	960.9	765.3	163.5	60.1			
<b>Mean of monthly Discharge</b>	217	286	1,370	2,780	1,900	2,230	1,320	668	558	654	557	352
** No Incomplete data have been used for statistical calculation												

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**Title: Surface Water data for USA: USGS Surface-Water Monthly Statistics**

**URL: <http://waterdata.usgs.gov/nwis/monthly/>**



Page Contact Information: [Minnesota Water Data Support Team](#)

Page Last Modified: 2010-09-03 16:36:05 EDT

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# RAPIDAN HYDROELECTRIC PROJECT

## FERC PROJECT #: 3071

Owner: Rapidan Hydro, LLC Address: 54124 Glory Lane, Rapidan, MN 56001

### YELLOW ALERT NOTIFICATION FLOWCHART

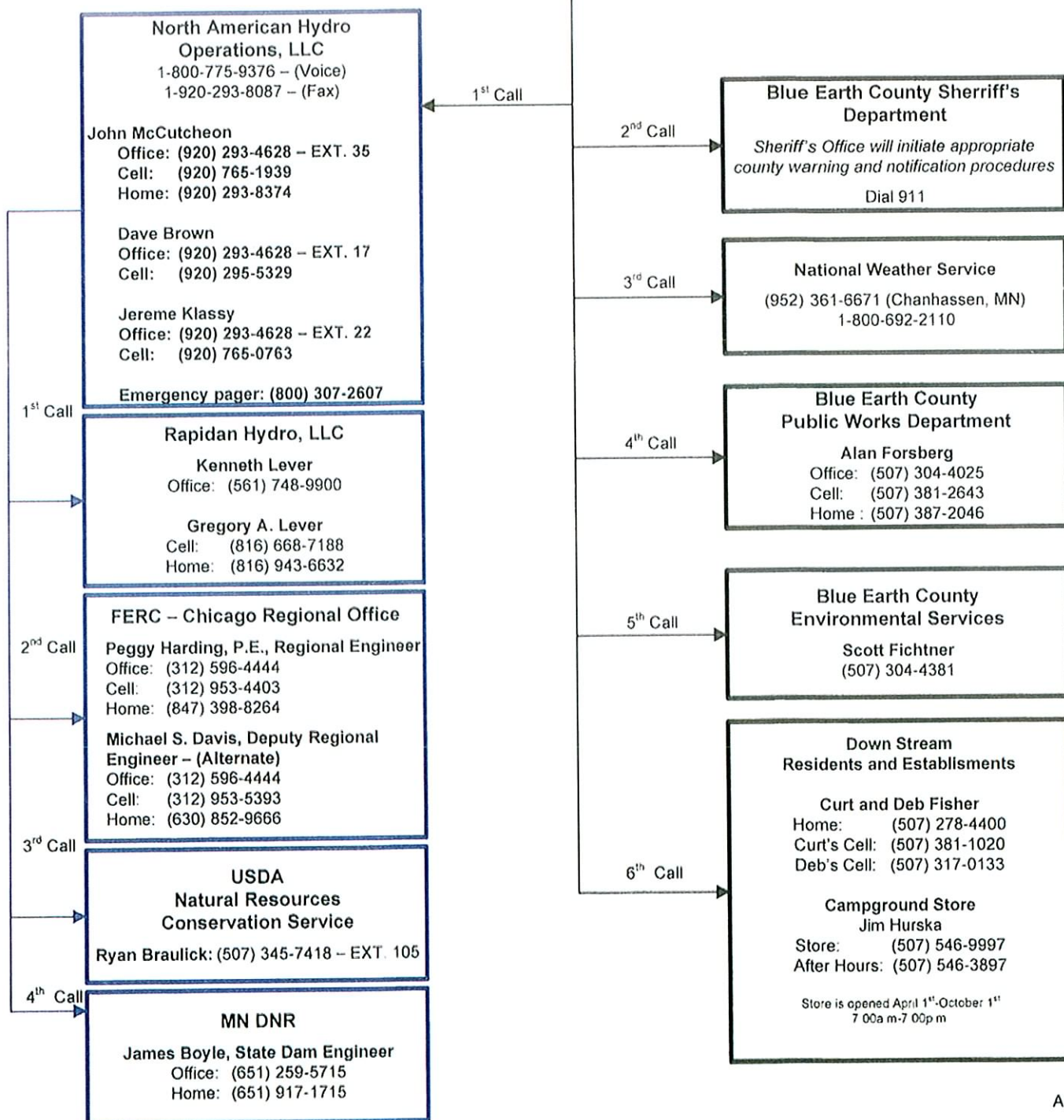
Any potentially hazardous situation is developing – Including: The appearance of physical defects to water retaining structures that need remedial work to prevent failure. Severe flooding scenarios of 15,000 cfs or more. Or conditions where overtopping of non-overflow structures is occurring or expected, and which could lead to deterioration and ultimate failure of water retaining structures.

Non-Failure Emergency Condition – A natural flooding event in which downstream flooding is expected, but no threat to the dam exists.

#### OPERATING PERSONNEL

Craig Compart - (Back-up Operator)  
Home: (507) 546-3814  
Pager: (507) 389-7124

Ryan Weisz - (Operator/Regional Manager)  
Cell: (920) 765-1867  
Home: (507) 389-9199  
Pager: (507) 389-7124



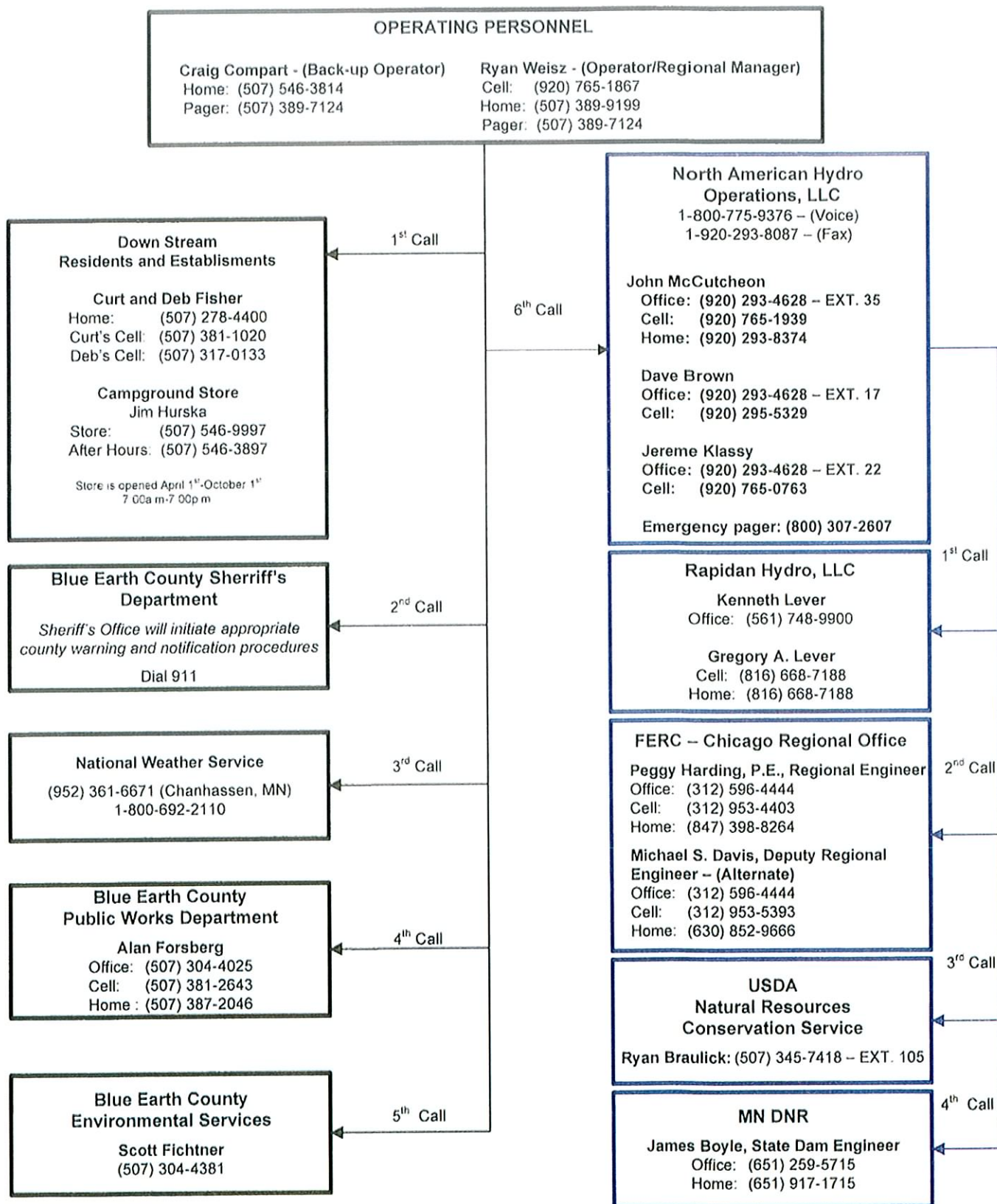
# RAPIDAN HYDROELECTRIC PROJECT

## FERC PROJECT #: 3071

Owner: Rapidan Hydro, LLC Address: 54124 Glory Lane, Rapidan, MN 56001

### RED ALERT NOTIFICATION FLOWCHART

Dam failure is imminent or has occurred; resulting in a rapid depletion of the reservoir, creating a potential hazard to downstream residence and/or structures. A **"RED ALERT"** condition indicates that dangerous high-speed, high-volume flood waters are likely to occur in the river and flood-prone areas below the dam.





Rapidan EAP Distribution List

Ryan Weisz  
54124 Glory Lane  
Mankato, MN 56001

Craig Compart  
52007 176th Street  
Lake Crystal, MN 56055

Kenneth Lever  
RRLP  
19700 Beach Road, 4 South  
Jupiter Island, FL. 33469-3802

Blue Earth County Highway Department  
Public Works Director  
Alan Forsberg  
35 Map Drive  
PO Box 3083  
Mankato, MN. 56002-3083

Environmental Services  
Scott Fichtner  
Government Center, 3<sup>rd</sup> Floor  
PO Box 3566  
Mankato, MN 56002-3566

Blue Earth County Sheriff Department  
Michael Maurer  
401 Carver Rd  
Mankato, MN 56002-0228

Natural Resources Conservation Center  
Jim Pendroy  
1160 Victory Drive, Suite 3  
Mankato, MN 56001-5307

FERC – Chicago Regional Office  
Ms. Peggy Harding, P.E., Regional Engineer  
230 South Dearborn Street, Suite 3130  
Chicago, IL 60604

National Weather Service  
Carol Christenson  
5027 Miller Trunk Highway  
Duluth, MN 55811

National Weather Service  
Attn: Service Hydrologist  
1733 Lake Dr. W  
Chanhassen, MN 55317



Natural Resources Conservation Center  
Ryan Braulick  
1160 Victory Drive, Suite 3  
Mankato, MN 56001-5307

Kim Ketterhagen,  
Regional Program Coordinator  
Minnesota Division of Homeland Security  
Emergency Management  
444 Cedar Street  
St. Paul, MN 55101-6223

Jason Boyle  
State Dam Safety Engineer  
500 Lafayette Road  
St. Paul, MN 55155-4040

Blue Earth County Emergency Management  
710 S. Front Street  
Mankato, MN 56001

Gregory A. Lever  
11324 Oak Street  
Kansas City, MO 64114

Mr. and Mrs. Fisher  
53796 194<sup>th</sup> Lane  
Mankato, MN 56001

Jim Hurska  
54116 Glory Lane  
Mankato, MN 56001

NAH Office  
Jereme Klassy  
Dave Brown  
John McCutcheon

## NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the bidder:

State Project No. \_\_\_\_\_

Federal Project No. \_\_\_\_\_

State of Minnesota \_\_\_\_\_

) ss

County of \_\_\_\_\_

I, \_\_\_\_\_, do state under penalty of

(name of person signing this declaration)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of \_\_\_\_\_

\_\_\_\_\_  
(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this declaration for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: \_\_\_\_\_

(bidder or his authorized representative)

## INSURANCE

The contractor shall not commence work under this contract until he has obtained the following insurance, and such insurance has been approved by the Blue Earth County Attorney.

The Contractor shall deposit with the County Auditor the original, or a certified duplicate copy thereof as applicable to this project, of the Public Liability and Property Damage Insurance and Extended Coverage Policies, required hereunder. The Contractor shall furnish the County with a certificate of insurance from the insurance company issuing the policies as is herein required. All policies shall remain in force and effect on thirty days written notice to the County Auditor before cancellation. The above insurance policies shall be submitted at the same time as the contract and bond as provided in Minn. Statutes 1306.

The Contractor shall procure and maintain during the life of the Contract and until the Contract has been fully accepted, insurance policies as follows:

(A) PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: For and on behalf of himself, the County of Blue Earth as joint assureds, and with a cross- liability endorsement protection of the County of Blue Earth from claims or damages for personal injuries, including accidental death, as well as for claims for property damage which may arise by the Contractor or by a subcontractor or by anyone directly or indirectly employed by either of them.

Said Public Liability and Public Property Damage Insurance Policy shall provide that the insurance company waives the right to assert the immunity of the County as a defense to any claims made under said insurance.

The amount of such insurance will be as follows: Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to, or death of one person and subject to the same limit for each person in a total amount of not less than One Million Dollars (\$1,000,000.00) on account of one accident, and property damage insurance in an amount not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property in any one accident and subject to that limit, a total limit of One Million Dollars (\$1,000,000.00) for all damages to or destruction of property during the policy period.

(B) WORKER'S COMPENSATION INSURANCE: For all his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor to provide Worker's Compensation Insurance for all his employees.

(C) AUTOMOBILE PUBLIC LIABILITY INSURANCE: One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to, or death of one person, and subject to that limit for each person, a total of One Million Dollars (\$1,000,000.00) for all damages to or destruction of property in any one accident and subject to that limit, a total of One

Million Dollars (\$1,000,000.00) for all damages to or destruction of property during the policy period, if any motor vehicles are engaged in operations within the term of the contract on the site of work covering the use of all such motor vehicles unless such coverage is included in the insurance provided for under subsection "A" hereof.

### (1714) RESPONSIBILITY FOR DAMAGE CLAIMS

The first paragraph of 1714 is revised to read as follows:

The Contractor shall indemnify and save harmless the State of Minnesota, the County of Blue Earth, their officers and employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark, or copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act; or under any other law, ordinance, order or decree.



AFFIDAVIT OF NON-COLLISION

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

I hereby swear (or affirm) under the penalty of perjury:

(1) That I am the bidder, (if the bidder is an individual), a partner in the bidder, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);

(2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;

(3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids;

(4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed \_\_\_\_\_

Firm Name \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

PROOF OF WORKER'S COMPENSATION INSURANCE COVERAGE

Minnesota Statute Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subd. 2. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and put in their company file. It will be furnished, upon request, to the Department of Labor and Industry to check for compliance with Minnesota Statute Sec. 176.181, Subd. 2.

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided and/or falsely reported, it may result in a \$1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry payable to the Special Compensation Fund.

Provide the information specified above in the spaces provided, or certify the precise reason your business is excluded from compliance with the insurance coverage requirement for workers' compensation.

Insurance Company Name \_\_\_\_\_  
(NOT the insurance agent)

Policy Number or Self-insurance Permit Number: \_\_\_\_\_

Dates of Coverage: \_\_\_\_\_

(or)

I am not required to have worker's compensation liability coverage because:

( ) I have no employees covered by the law.

( ) Other (Specify) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I HAVE READ AND UNDERSTAND MY RIGHTS AND OBLIGATIONS WITH REGARDS TO BUSINESS LICENSES, PERMITS, AND WORKER'S COMPENSATION COVERAGE, AND I CERTIFY THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

\_\_\_\_\_  
(SIGNATURE)



9/13/2010

Contract No.: 10903

Blue Earth

Schedule Of Prices By Category By Contract Projects

Project Number: 903  
Project Title or Road Number: Contract No.: 10903 - 903 - Rapidan Dam Apron Repairs  
Work Type: 903 - Grading, Drainage and Concrete Pavement

BIDDER MUST FILL IN UNIT PRICES IN NUMERALS; MAKE EXTENSION FOR EACH ITEM AND TOTAL. FOR COMPLETE INFORMATION CONCERNING THESE ITEMS, SEE PLANS AND SPECIFICATIONS, INCLUDING SPECIAL PROVISIONS.					
Item No.	Description	Units	Quantity	Unit Price	Total Price
Project 903					
BASE BID					
2021.601	SITE ACCESS	LUMP SUM	1.00		
2105.601	DEWATERING TAILWATER POOL	LUMP SUM	1.00		
2123.507	3.5 CU YD SHOVEL	HOURL	120.00		
2411.501	STRUCTURAL CONCRETE (3Y43)	CU YD	2,427.00		
2411.541	REINFORCEMENT BARS	POUND	59,327.00		
2511.501	RANDOM RIPRAP CLASS V	CU YD	500.00		
2511.503	QUARRY RUN RIPRAP	CU YD	500.00		
Total BASE BID					
903 Project Total					
Grand Total					

Bidder Name:

Bidder Address:

Bidder Phone:

Bidder Signature:

Date:

TOTALS

	\$
	\$
	\$
	\$
	\$

In accordance with 1210 of the Specifications, receipt is acknowledged of Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Signed \_\_\_\_\_

Enclosed herewith find (certified check) (bidder's bond) in the amount of \_\_\_\_\_  
 \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

being at least 5% of the amount of the proposal, made payable to the County Treasurer of said county as a proposal guarantee which it is agreed by the undersigned will be forfeited in the event the Form of Contract and Bond is not executed, if awarded to the undersigned.

This Proposal dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_, as an individual.

Signed: \_\_\_\_\_, for \_\_\_\_\_, a partnership.

Partners	Name _____	Address _____
	Name _____	Address _____
	Name _____	Address _____
	Name _____	Address _____

Signed: \_\_\_\_\_, for \_\_\_\_\_

a corporation, incorporated under the laws of the State of \_\_\_\_\_

Corporate Seal		

Note: Signatures shall comply with 1206 of the Specifications.